



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: Fritz et al.
Assignee: ZiLOG, Inc.
Title: "Hardware Debug Device Having Script-Based Host Interface"
Serial No.: 10/619,644 Filed: July 14, 2003
Docket No.: ZIL-553 Art Unit: 2122

Mail Stop Missing Parts
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

June 10, 2004

**PETITION UNDER 37 CFR 1.47 UPON
REFUSAL OF INVENTOR TO SIGN**

Dear Sir:

Applicants hereby petition (under 37 C.F.R. §1.47 and MPEP 409.03) that the above-captioned application be declared complete without the signature of one of the inventors (David Fritz), who refuses to sign the declaration. The other inventor (Blane Fowler) makes the application on behalf of himself and the non-signing inventor.

A declaration of Blane Fowler was filed on July 14, 2003 along with the above-identified application. An assignment signed by Blane Fowler was filed on July 14, 2003, along with the above-identified application.

Attached to this petition are:

1. A "Declaration of Dan Eaton," Director of Intellectual Property of ZiLOG, the assignee of the above-identified U.S. Application Serial No. 10/619,644.
2. A copy of a letter from Dan Eaton to David Fritz that enclosed a copy of the patent application and was sent to the last known address of Mr. Fritz (Exhibit B of the Declaration of Dan Eaton).
3. A copy of the employment agreement between David Fritz and ZiLOG. The employment agreement shows that David Fritz has an obligation to assign the above-identified application to ZiLOG (Exhibit A of the Declaration of Dan Eaton).
4. A "Declaration of Darien K. Wallace," outside patent counsel for ZiLOG. The declaration shows that: 1) David Fritz has refused to sign a declaration in the above-identified application, and 2) that David Fritz has refused to sign assignment papers to ZiLOG in the above-identified application.

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5. A copy of an email from David Fritz to Darien Wallace (Exhibit A of the Declaration of Darien K. Wallace).
6. The Petition Fee (\$130.00).

The undersigned can be reached at (925) 485-9923.

I hereby certify that this correspondence is being deposited with the United States Postal Service as "First Class Mail to Addressee" on the date indicated below and is addressed to: Mail Stop Missing Parts, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on June 10, 2004.

June 10, 2004 Lester Wallace
Date T. Lester Wallace

Respectfully submitted,



T. Lester Wallace
Attorney for Applicants
Reg. No. 34,748
Customer Number 24,941

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Applicants: Fritz et al.

Assignee: ZiLOG, Inc.

Title: "Hardware Debug Device Having Script-Based Host Interface"

Serial No.: 10/619,644

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DECLARATION OF DARIEN K. WALLACE

I, Darien K. Wallace, declare:

1. I am a registered patent attorney with registration number 53,736. I represent ZiLOG, Inc., 532 Race Street, San Jose, CA 95126 in matters relating to the above-referenced U.S. patent application.
2. On May 25, 2004, I personally called the telephone number (817-598-0868) and spoke with a woman, presumably the wife of David Fritz. The woman stated that David Fritz had received declaration papers from Zilog. I asked whether David Fritz had signed the declaration, and the woman stated that she believed that the declaration had been signed and mailed back to Zilog a week prior to our phone conversation. I left my telephone number and asked that David Fritz call me.
3. On May 27, 2004, David Fritz called me and stated that he had not signed the declaration for the above-referenced application. David Fritz stated that Zilog still owed him \$250,000 for assets that were included in the sale of his company to Zilog. David Fritz stated that he would sign the declaration if Zilog would pay him \$250,000. As an alternative to receiving \$250,000, David Fritz stated that he would sign the declaration in exchange for the reassignment of a patent back to him. David Fritz stated that the patent had been assigned to Zilog as part of the purchase of his company. David Fritz stated that he would send me an email identifying the patent.
4. On May 27, 2004, I received an email from David Fritz identifying U.S. patent 5,949,993 that he wanted reassigned to him in exchange for his signing the declaration for the above-referenced application. Attached as Exhibit A is a copy of the email from David Fritz.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and

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further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Darien K. Wallace 5/28/2004

Darien K. Wallace

Date

I hereby certify that this correspondence is being deposited with the United States Postal Service as "First Class Mail" on the date indicated below and is addressed to: Mail Stop Missing Parts, Commissioner for Patents, Alexandria, VA 22313-1450, on _____, 2004.

Date

T. Lester Wallace

Exhibit A

Darien

From: David Fritz [dcfritz@charter.net]
Sent: Thursday, May 27, 2004 3:56 PM
To: darien@siliconedgelaw.com
Subject: Patent Information

Darien,

Per our phone discussion;

Patent number: 5,949,993

Title: Method for the generation of ISA simulators and assemblers from a machine description.

Regards,

David Fritz

BEST AVAILABLE COPY



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DECLARATION OF DAN EATON

I, Dan Eaton, declare:

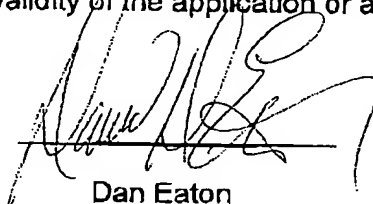
1. I am the Director of Intellectual Property at ZiLOG, Inc., 532 Race Street, San Jose, CA 95126.
2. David Fritz and Blane Fowler are joint inventors of subject matter claimed in the above-identified application. The last known addresses of the inventors are:

David Fritz	1924 Country Brook, Weatherford, TX 76086
Blane Fowler	214 Cardinal Court, Weatherford, TX 76086
3. Although Blane Fowler has signed a declaration and an assignment for the above-identified application, the other inventor, David Fritz, refuses to sign the declaration and the assignment.
4. David Fritz became an employee of ZiLOG, Inc. on December 1, 1999, pursuant to an "Employment Agreement And Non-Disclosure Agreement" (Attached as Exhibit A) between David Fritz and ZiLOG.
5. The employment relationship between David Fritz and ZiLOG terminated in July 2002.
6. The claimed subject matter of which David Fritz is a joint inventor, and for which a patent is sought by the filing of the above-identified patent application, was conceived during the time David Fritz was an employee of ZiLOG.
7. On April 22, 2004, I sent a letter (attached as Exhibit B) to David Fritz enclosing a copy of the application papers for Application 10/619,644, together with a Declaration and Power of Attorney for Patent Application. The letter was sent to the last known address of David Fritz: 1924 Country Brook Drive, Weatherford, Texas 76086.

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8. David Fritz did not sign and return the declaration and assignment papers as requested in my letter of April 22, 2004. David Fritz did not respond to my letter of April 22, 2004, either in writing or by telephoning me.
9. Zilog's outside patent counsel, Darien K. Wallace, subsequently made contact with David Fritz by telephone. See the Declaration of Darien K. Wallace. David Fritz refused to sign the declaration and assignment papers unless Zilog paid Mr. Fritz \$250,000 or unless Zilog assigned a particular U.S. patent to Mr. Fritz.
10. The Chief Financial Officer of Zilog, Mr. Perry Grace, has informed me that Zilog will not either pay Mr. Fritz \$250,000 or assign Mr. Fritz the particular U.S. patent as a condition of Mr. Fritz signing the declaration and assignment papers.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.


Dan Eaton


Date

I hereby certify that this correspondence is being deposited with the United States Postal Service as "First Class Mail" on the date indicated below and is addressed to: Mail Stop Missing Parts, Commissioner for Patents, Alexandria, VA 22313-1450, on _____, 2004.

Date

T. Lester Wallace



Exhibit A

EMPLOYMENT AGREEMENT AND NONDISCLOSURE AGREEMENT

THIS AGREEMENT is made and entered into effective this 1st day of December, 1999 (the "Effective Date"), by and between ZiLOG, INC., a Delaware corporation (hereinafter referred to as "Employer"), whose principal offices are located at 910 Hamilton Ave., Suite 110, Campbell, CA 95008, U.S.A., and DAVID FRITZ (hereinafter referred to as "Employee"), whose principal address is located at the address set forth following the Employee's signature hereto, who hereby agree as follows:

R E C I T A L S

A. Employer is in the business of, among other things, designing and developing certain unique technologies, software, processes, data bases, libraries and services, and is the owner of all rights, tangible and intangible, over such technologies, software, processes, data bases, libraries and services including, without limitation, all patent rights, intellectual property protection rights and trade secret rights, together with all other tangible and intangible property, processes, source code, object code, or any other information related to such technologies, software and services.

B. Employer desires to employ Employee, and Employee desires to be employed by Employer, pursuant to the terms set forth in this Agreement.

C. Employee recognizes that because of the nature of the business of Employer, Employer would be harmed and incur substantial damages as a result of Employee's disclosure of certain confidential information or commission of various acts to which this Agreement is addressed.

NOW, THEREFORE, in consideration of Employee's employment with Employer, Employee agrees as follows:

1. **Employment:** Employer hereby employs Employee, and Employee hereby accepts employment from Employer, pursuant to the terms hereof. Employee's duties for Employer shall be as set forth on Exhibit "A" attached hereto. Employee acknowledges and agrees that Employer may, at any time, in its sole and absolute discretion, change Employee's duties effective as of the date verbal or written notice is given to Employee of such change. In addition to the duties described herein, Employee shall also have the following additional rights, obligations and duties:
 - a. Employee shall devote Employee's full time and attention to Employer's duties hereunder on behalf of Employer and in furtherance of Employer's best interests,

and shall at all times faithfully, industriously and to the best of Employee's ability, experience and talent perform all duties that may be required of Employee pursuant hereto.

- b. Employee shall not, during the term hereof, directly or indirectly perform any services to or provide any assistance to or for any person or entity, whether or not for compensation, which is or may be competitive with or adverse to Employer's current business activities, or which is or may be competitive with or adverse to business activities in which Employer may reasonably be expected to enter into in the future, whether such service is performed as a partner, officer, director, employee, trustee, fiduciary, independent contractor, consultant, or in any other capacity.
- c. Employee shall observe and comply with all rules, policies, standards, and regulations of Employer which may be established from time to time by Employer which may include, without limitation, the allocation of work to Employee, and working hours and days of Employee.
- d. Employee shall perform such other duties as may be communicated to Employee by Employer, either orally or in writing, to the best of Employee's ability.
- e. Employee shall, from time to time, as required by the business of Employer, travel to the business locations of clients and/or customers of Employer, or to travel to other offices maintained by Employer, to perform such services as may be required by Employer.
- f. Employee acknowledges and represents that Employee's services which are to be performed under this Agreement are of a special, unique, unusual, extraordinary and intellectual character that gives them particular value, the loss of which cannot be adequately compensated in damages in an action at law. Employee therefore expressly agrees that Employer, in addition to any other rights and remedies that Employer may possess, shall be entitled to injunctive or other equitable relief to prevent a breach of this contract by Employee.
- g. Employee agrees to conduct himself, at all times, with due regard to accepted convention and morals. Employee further agrees not to commit any act that will tend to degrade Employee or Employer, or bring Employee or Employer into public hatred, contempt, ridicule or that will tend to shock or offend the community in which Employer conducts business or in the community in which Employer could reasonably be expected to conduct business.

2. **Compensation:** Employee's compensation from Employer shall consist of the following:

- a. Base Salary: Employee shall be paid a salary which shall accrue at the rate of Ten Thousand Eight Hundred Thirty-three and 33/100 Dollars (\$10,833.33) per month. Payment of accrued salary will be made in bi-weekly installments or otherwise in accordance with policies and procedures implemented from time to time by Employer. In the event this Agreement is terminated pursuant to the terms hereof, any unpaid salary accrued but unpaid through the effective date of termination shall be immediately paid to Employee upon termination of this Agreement. Employee's salary may, at the sole and absolute discretion of Employer, be adjusted from time to time on a prospective basis only, and, in no event, shall any salary adjustment serve to reduce any salary which has accrued prior to the date of the adjustment.
 - b. Bonuses: Employee shall be entitled to participate in ZiLOG's executive bonus plans made available generally to its vice presidents from time to time during the term of this Agreement. The bonus plans currently available to vice presidents at ZiLOG are summarized on Exhibit "B" attached hereto. Bonus plans may, from time to time, be amended, substituted or eliminated at any time by ZiLOG, acting in its sole discretion. Employee acknowledges that the bonus provision set forth herein shall not alter the term of Employee's employment hereunder, and shall not alter, in any way, the "at will" nature of Employee's employment hereunder.
 - c. Stock Options: Employee shall, subject to the approval of the Board of Directors of Employer, be granted Sixty Thousand (60,000) options to acquire common stock in Employer, all of which shall be issued pursuant to the ZiLOG 1998 Executive Officer Stock Incentive Plan dated August 14, 1998 (the "Executive Plan"). A copy of the Executive Plan has been provided to Employee prior to Employee's execution of this Agreement. Twenty Thousand (20,000) of such options shall be vested immediately upon execution of this Agreement, with the remaining Forty Thousand (40,000) options vesting twenty-five percent (25%) on each of the first four anniversary dates of this Agreement. All options issued hereunder are contingent upon the approval of the Board of Directors of Employer, and are all subject to all terms, conditions and restrictions set forth in the Executive Plan.
3. Term: Employee acknowledges that Employee's employment with Employer is strictly on an "AT-WILL" basis. Either Employer or Employee may terminate Employee's employment with Employer, either with cause or without cause, at any time upon providing the other party with either written or verbal notice of such termination. Employer shall have the right to modify duties, benefits, salaries and hours upon notice to Employee. This statement of at-will employment is the sole and only expression of Employer's policy with regard to the nature and duration of the employment relationship and Employee acknowledges that no contrary representations have been made to Employee concerning Employee's duration of employment with Employer, and acknowledges that Employer has the right to terminate Employee's employment for any reason, or for no reason, at Employer's sole and absolute discretion. The parties further agree that no verbal

representations made after the execution of this Agreement shall modify or alter this policy, nor will any course of dealing, or custom and practice of the Employer, modify the at-will nature of the relationship. Employee recognizes and agrees that only a Senior Vice President or the President of Employer has the authority to modify or alter this provision, and then only by a written document signed by a Senior Vice President or the President of Employer. Regardless of any termination hereunder, Employee shall continue to have the right to payment of the Contingent Sales Amounts pursuant to the provisions of 2(b) and 3(c) of that certain Purchase and Sale Agreement being entered into concurrently herewith by and between Employer, Employee and Production Languages Corporation, a Texas corporation.

4. **Benefits:** Employee shall, in addition to the compensation specified herein, be entitled to participate in such other employee benefits as Employer may, from time to time, establish on behalf of all employees of Employer. Employee shall be subject to all terms and conditions of such plans, including, without limitation, any age and service requirements which may be imposed by such plans. Employee acknowledges and agrees that Employer may implement new plans or may discontinue any plans or benefits now existing or hereafter implemented at any time, in its sole and absolute discretion.
5. **Obligations of Employer:** Employer shall provide such offices, facilities and equipment, personnel, supplies, insurance, utilities, and other services and facilities reasonably and customarily provided to other employees of Employer and which may be necessary or appropriate, in Employer's discretion, for Employee to adequately carry out its duties hereunder. The parties acknowledge that Employer shall maintain an office in the Fort Worth, Texas area for the short term; however, it is anticipated that, at some future time, Employee may be required to be integrated into the Austin, Texas office, with a relocation to Austin being required by Employee.
6. **Indemnity Obligation of Employee:** Employee shall indemnify and hold Employer harmless from and against any and all claims, liabilities, damages, costs and expenses, including attorneys' fees, which may be incurred by Employer as a result of any breach of this Agreement, or any representation or warranty contained herein, by Employee. The indemnity obligations of Employee shall survive the termination of this Agreement.
7. **Confidentiality Obligations of Employee:** Employee shall, in addition to Employee's other obligations set forth herein, have the following confidentiality obligations hereunder:
 - a. Employee acknowledges that, both prior to the commencement of this Agreement and during the term of Employee's employment with Employer, Employee has had and shall continue to have access to and become acquainted with certain information concerning the operations of Employer and the intellectual property of Employer, including, without limitation, certain plans, drawings, specifications, techniques or other confidential information or trade secrets (hereinafter collectively referred to as the "Confidential Information"), which Confidential Information includes, without limitation, any trade secrets, trademarks, service marks, patent rights, patent

application rights, data, software, source code, object code, databases, libraries, methodologies, flowcharts, software specifications, or other information relating to any intellectual property, processes for developing the intellectual property, know-how, designs, systems, formulae or development work; ideas for future software or other intellectual property development; customer lists; supplier lists; business plans or planning information; marketing information; financial information; pricing information and sensitivities of goods and/or services provided; works of authorship; techniques, specifications or other information; the identity of, title of or compensation or other benefits paid to or made available to employees and independent contractors of Employer; and any other subject matter pertaining to the business of Employer, to the intellectual property of Employer, to the employees or independent contractors of Employer, to the rights protected hereunder, or to any future development of other intellectual property by Employer. Employee acknowledges and agrees that any information or data provided by Employer to Employee bearing the label or stamp "Confidential" or "Confidential Information" shall conclusively be deemed to be Confidential Information hereunder; PROVIDED, HOWEVER, that Employee further acknowledges that the absence of such a stamp or legend shall not raise any presumption that such information or data is not Confidential Information, and all information enumerated in this paragraph shall be presumed to be Confidential Information of Employer, whether or not so labeled.

- b. Employee shall, at all times during the effective period of this Agreement, and at all times thereafter, hold in the strictest confidence and in trust for the benefit of Employer any Confidential Information which becomes known to Employee from any source whatsoever, whether it becomes known prior to or after the date hereof. Employee acknowledges that this obligation will extend after the termination of this Agreement until such time as the specific information enters the public domain through no fault of Employee or any agent, employee or contractor of Employee. Employee agrees that, during the term hereof and thereafter, Employee owes a duty to hold all Confidential Information and any other information described herein, in the strictest confidence, and shall not disclose it to any third parties, except as is necessary and has been approved by Employer in properly carrying out Employee's duties hereunder, and Employee agrees that Employee will not use any such information for the benefit of anyone other than Employer.
- c. All Confidential Information shall be the sole property of Employer and its assigns, and Employer and its assigns shall be the sole owner of all copyrights, trade secret rights, patent rights, patent application rights, trademarks, service marks, intellectual property rights and any other rights in connection therewith. Employee hereby assigns to Employer any rights Employee may have or acquire in such Confidential Information. At all times, both during Employee's employment and after its termination, Employee will keep in confidence and trust all Confidential Information and will not use or disclose any Confidential Information or anything relating to it without the written consent of Employer, except as may be necessary in the ordinary

course of performing duties to Employer and has been approved by Employer. Employee acknowledges that Confidential Information taken by memory or any other intangible means is fully covered by this Agreement, and is subject to all terms hereof.

- d. All documents, records, manuals, apparatus, equipment, software and other physical property, whether or not pertaining to Confidential Information, furnished to Employee by Employer or produced by Employee or others in connection with Employee's employment with Employer shall be and remain the sole property of Employer; and shall be returned to it immediately as and when requested by Employer. Even if Employer does not so request, Employee shall return and deliver all such property upon termination of Employee's employment with Employer for any reason, and Employee shall not take any such property or any reproduction thereof upon termination.
- e. Employee will promptly disclose to Employer, or any persons designated by it, all improvements, inventions, formulas, ideas, processes, techniques, know-how and data, whether or not patentable or copyrightable, made or conceived or reduced to practice or learned by Employee, either alone or jointly with others, during the term of this Agreement (all of such improvements, inventions, formulas, ideas, processes, techniques, know-how and data shall be hereinafter collectively called "Information"). In the event of termination of Employee's employment with Employer, Employee shall sign and deliver the "Termination Certificate" attached hereto as Exhibit "C".
- f. Part of Employee's employment with Employer may be to develop, invent and enhance the intellectual property of Employer including, without limitation, the Confidential Information. Employee agrees that all Information which Employee develops (in whole or in part, either alone or jointly with others) and which development (i) involved the use of equipment, supplies, facilities or trade secret information of Employer; or (ii) involves time for which Employee is compensated by Employer; or (iii) relates to the business of Employer or to its actual or demonstrably anticipated research and development; or (iv) results, in whole or in part, from work performed by Employee for Employer, shall be the sole property of Employer and its assigns, and Employer and its assigns shall be the sole owner of all patents, copyrights and other rights in connection therewith. Employee hereby assigns to Employer any rights Employee may have or acquire in such Information. As to all such Information and improvements, Employee agrees to assist Employer in every proper way, at Employer's expense, to obtain and from time to time enforce patents, copyrights, trade secret rights and any other rights on said Information and improvements in any and all countries, and to that end, Employee will execute all documents for use in applying for and obtaining patents and copyrights thereon and enforcing the same, as Employer may desire, together with any assignments thereof to Employer or persons or entities designated by it. Employee's obligation to assist

Employer in obtaining and enforcing patents, copyrights, trade secret rights or other rights for such Information and improvements in any and all countries shall continue beyond the termination of Employee's employment with Employer, but Employer shall compensate Employee at a reasonable rate after termination for time actually spent by Employee at Employer's request on such assistance. In the event that Employer is unable for any reason whatsoever to secure Employee's signature to any lawful and necessary document required to apply for or execute any patent, copyright, trade secret right or other applications with respect to such Information and improvements (including renewals, extensions, continuations, divisions or continuations in part thereof), Employee hereby irrevocably designates and appoints Employer and its duly authorized officers and agents as Employee's agent and attorney-in-fact to act for and in Employee's behalf, to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, trade secret rights, intellectual property rights or any other rights thereon with the same legal force and effect as if executed by Employee.

- g. As a matter of record, Employee attaches hereto as Exhibit "D" a complete list of all Information or improvements relevant to the subject matter of this Agreement which has been made or conceived or first reduced to practice by Employee alone or in conjunction with others prior to Employee's employment with Employer which Employee desires to remove from the operation of this Agreement, and Employee represents and warrants that such list is complete. If Exhibit "D" is not filled out or is not attached to this Agreement, then Employee represents and warrants that Employee has no such Information and improvements at the time of executing this Agreement.
- h. Employee represents and warrants that Employee's performance of all of the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by Employee in confidence or in trust prior to Employee's employment by Employer. Employee has not entered into, and agrees that Employee will not enter into, any agreement, either written or oral, in conflict herewith.
- i. Employee represents and warrants that the execution of this Agreement, Employee's employment with Employer, and Employee's performance of Employee's duties hereunder will not violate any obligations Employee may have with any former employer.
- j. Any provision in this Agreement requiring Employee to assign Employee's rights in any invention does not apply to an invention that qualifies fully under the provisions of Section 2870 of the California Labor Code or of any comparable statute of any other jurisdiction in which Employee may perform Employee's duties hereunder. That section provides that the requirement to assign "shall not apply to an invention for which no equipment, supplies, facility or trade secret information of the employer was used and was developed entirely on the Employee's own time and (a) which

does not relate (1) to the business of the employer or (2) to the Employer's actual or demonstrably anticipated research or development, or (b) which does not result from any work performed by the employee for the employer". However, Employee will disclose any Information as required by subparagraph (e), above, regardless of whether Employee believes the Information is protected by Section 2870 (or such other comparable statute from another jurisdiction in which Employee performs Employee's duties hereunder), in order to permit Employer to engage in a review process to determine such issues as may arise. Such disclosure shall be received in confidence by Employer. Employee acknowledges and understands that Employee bears the full burden of proving to Employer that an invention qualifies fully under Section 2870 (or a comparable statute from another jurisdiction in which Employee performs Employee's duties hereunder). By signing this Agreement, Employee acknowledges receipt of a copy of this Agreement and of written notification of the provisions of Section 2870. Notwithstanding the foregoing, Employee also assigns to Employer any rights Employee may have or acquire in any Information, full title to which is required to be in the United States by a contract between Employer and the United States or any of its agencies.

k. In the event of a breach or threatened breach of this paragraph by Employee, Employer shall be entitled to an injunction restraining Employee from disclosing, in whole or in part, any Proprietary Information. Nothing in this Agreement shall be construed as prohibiting Employer from pursuing any other remedies available to Employer for disclosure, including the recovery of actual and consequential damages from Employee.

l. The provisions of this Paragraph shall continue notwithstanding the termination of this Agreement or Employee's employment with Employer, and Employee's obligations hereunder shall survive the termination of this Agreement.

8. **Alienation of Intellectual Property; Assignment of Agreement:** It is expressly understood and agreed that Employee shall not, under any circumstances, transfer or attempt to transfer possession or title to any intellectual property or any products incorporating intellectual property of Employer, or products incorporating intellectual property of Employer, whether or not such property, rights or products constitute Confidential Information, or any part thereof to any person; or assign any rights whatsoever under this Agreement, whether absolutely or by way of security or encumbrance or otherwise, to any person. Employee acknowledges and agrees that Employee's rights pursuant to this Agreement are personal to Employee, and may not be transferred to any party whatsoever, whether by way of security or otherwise, whether in whole or in part. Any attempted transfer or assignment shall constitute a material breach of this Agreement.

9. **No Solicitation of Employees:** Employee acknowledges and agrees that the identities, job titles, job duties, salaries and other information concerning employees or independent contractors of Employer constitute Confidential Information and trade secrets of Employer.

Employee agrees that Employee will not, either during the term hereof or following its termination, disclose any information concerning the employees or independent contractors of Employer to any person or entity, and agrees that Employee will not solicit the employees or independent contractors of Employer to perform services on behalf of any other person or entity, whether or not such employee or independent contractor continues to perform services on behalf of Employer. Employee agrees that if Employee breaches the provisions of this paragraph, Employer, in addition to any and all other rights and remedies available to Employer under this Agreement, at law, or in equity, shall have the right to an injunction prohibiting Employer from continuing to breach Employee's obligations hereunder, and Employee agrees that Employee will not interject any defense that an adequate remedy exists at law and, therefore, the remedy of an injunction is not appropriate. The provisions of this paragraph shall survive the termination of this Agreement.

10. **Termination of Agreement:** Employee's employment hereunder may be terminated as follows:

- a. Either party may terminate this Agreement for any reason, or for no reason, at any time, upon providing verbal or written notice to the other party. Upon termination of this Agreement pursuant hereto, Employee shall be entitled to all accrued but unpaid compensation through the date of termination.
- b. This Agreement shall terminate upon the death or disability of Employee. For purposes of this Agreement, the term "disability" shall be defined as follows: such disability, either physically or mentally, that shall prevent Employee from engaging in all, or substantially all, of his activities and responsibilities as theretofore performed on behalf of Employer for a period of three (3) consecutive months, and may, at the option of Employer, require a confirmation of disability, as well as the beginning date thereof, by a physician under whose care Employee is placed. In the event of disability of Employee, then termination of this Agreement shall be effective as of the date the Employee first became disabled. Upon death or disability of Employee, Employee (or his legal representative) shall be entitled to all accrued but unpaid compensation through the date of death or disability.
- c. Upon the dissolution of Employer, this Agreement shall terminate effective as of the date of dissolution, subject only to the payment of any accrued but unpaid compensation through the date of dissolution.

11. **Relationship of Parties:** Employee shall at all times be subject to the control and direction of the Employer in the performance of Employee's duties hereunder. Employer reserves the exclusive right to designate which of its employees will perform specific services on its behalf. Employee shall have no authority to enter into any contracts binding upon Employer, or to create any obligations on the part of Employer, except such as may be specifically authorized by the board of directors of Employer, or by an

executive officer of the Employer acting pursuant to authority granted by the board of directors.

12. **Exempt Employee:** Employee agrees and represents that, by virtue of Employee's education and skills, the work to be performed hereunder is primarily of a professional or learned nature and requires the exercise of discretion. As such, Employee expressly acknowledges and agrees that Employee is exempt from any and all obligations of Employer to pay any additional compensation to Employee for hours worked in excess of forty (40) per week.
13. **Withholding:** All compensation payable to Employee hereunder, as defined under relevant tax or revenue laws, shall be subject to all withholding requirements and employment taxes as may be required by law with respect to compensation paid by an employer to an employee.
14. **Expenses:** In accordance with policies established from time to time by Employer, or if approved in advance by Employer, Employer shall promptly reimburse Employee for all reasonable business expenses incurred by Employee in connection with Employee's duties hereunder, including reasonable travel and entertainment expenses. Employee shall keep and maintain full, accurate and complete records of all transactions giving rise to business expenses. Employee shall obtain documentary evidence, such as a receipt or paid bill which states sufficient information to establish the amount, date, place and character of the expenditure for each and every expenditure of twenty-five dollars (\$25.00) or more. All such documentary evidence shall be delivered to Employer by Employee, and shall be the property of Employer.
15. **Attorneys' Fees:** In the event that any litigation, arbitration, or other proceeding is commenced between the parties hereto or their personal representatives, successors or assigns concerning the enforcement or interpretation of any provision of this Agreement or the rights and duties of any party in relation thereto, the party or parties prevailing in such litigation, arbitration or other proceeding shall be entitled, in addition to such other relief as may be granted, to all attorneys' fees and costs incurred in such litigation, arbitration or other proceeding, and in any appeal or enforcement of any judgment rendered therein.
16. **Notices:** Unless otherwise specifically provided herein, all notices and other communications to be made pursuant to this Agreement shall be in writing and shall be deemed to have been duly given on the date of service, if served personally on the party to whom service is given, or on the second (2nd) day after mailing, if mailed to the party to whom notice is to be given, by first-class mail, registered or certified, postage prepaid, and properly addressed to the address beside each of their respective signatures; on the date of receipt, if sent via commercial carrier such as Federal Express or United Parcel Service; or upon receipt if sent via facsimile, electronic mail, or other electronic method

if also sent via one of the methods heretofore set forth. Any party may change its address for the purpose of receiving notice in the manner provided for notices above.

17. **Arbitration:** Employer and Employee agree that any unresolved dispute which may arise under the provisions of this Agreement shall, upon the written demand of either party, be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, except that any and all civil discovery mechanisms available to Superior Court litigants in the State of California shall be available to either party hereunder. The written determination of the arbitration shall be final, binding and conclusive on the parties. The cost of filing the arbitration shall be borne by the party demanding arbitration. Compensation of the arbitrators and all administrative expenses shall be borne equally until a final award and/or decision is rendered. At such time, the prevailing party, as determined by the arbitrator(s) shall be entitled to recover all costs and fees paid as compensation to the arbitrators.

18. **Miscellaneous Provisions:**

- a. **Time of Essence:** Time is of the essence of each provision of this Agreement.
- b. **Successors and Assigns:** This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.
- c. **Governing Law:** This Agreement shall be construed and interpreted in accordance with the laws of the State of California.
- d. **Venue:** Venue for suit on this Agreement shall be any place provided by law or Santa Clara County, California, at the sole option of Employer, and Employee hereby agrees and consents to venue being proper in such county.
- e. **Integrated Agreement; Modification:** This instrument contains the entire agreement of the parties and cannot be amended or modified except by a written Agreement, executed by each of the parties hereto.
- f. **Captions:** The captions of this Agreement are for convenience purposes only, and shall have no effect on its construction or interpretation.
- g. **Singular and Plural; Gender:** When required by the context of this Agreement, the singular shall include the plural, and the masculine shall include the feminine.
- h. **Waiver:** No consent or waiver, express or implied, by either party to this Agreement or of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare

the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder.

- i. Counterparts: This Agreement may be executed simultaneously in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- j. Severability: The unenforceability, invalidity or illegality of any provision shall not render the other provisions unenforceable, invalid or illegal.
- k. Neutral Construction: The parties hereto agree that this Agreement will be interpreted neutrally, and that it should not be construed for or against any party deemed to be the drafter thereof.

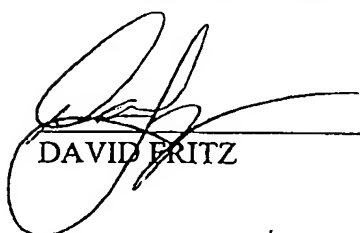
IN WITNESS WHEREOF, the parties hereto have hereby executed this Agreement as of the date and year first above written.

ZiLOG, INC., a California corporation

910 E. Hamilton Ave., Suite 110
Campbell, CA 95008, U.S.A.

By: 

Title: SR VICE PRESIDENT COMMUNICATIONS BU
Employer


DAVID FRITZ

Employee

EXHIBIT "A"

JOB DESCRIPTION

Vice President level engineer to manage the development of specifications, architecture, design and implementation of CISC, RISC and DSP processors and development tools where tools are co-generated along with the processor core architecture, together with such other projects and duties as may, from time to time, be assigned. Most projects will involve all business lines within ZiLOG's Communications Business Unit; however, some interaction and support with other business units may also be required. Must be able to work on deadline-driven projects, and must be able to communicate effectively, both verbally and in writing, with engineers, business managers, customers and potential customers. Strong working knowledge of Verilog, Synopsis and other CAD tools is required, as well as UNIX and Windows NT experience. Will supervise a team of engineers and other individuals assigned to Employee from time to time. Will currently report to the Senior Vice President of the Communications Business Unit; however, will also interact with other personnel from other business units, as well as personnel from the central technology unit and the marketing and engineering units.

EXHIBIT "B"

CURRENT EXECUTIVE BONUS PLANS

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DESCRIPTION OF EXECUTIVE BONUS PLAN

An annual incentive plan was established for ZiLOG employees in 1999. Under this plan, an annual incentive pool is established for employees if certain financial goals are met by ZiLOG. There are three (3) identified levels of financial performance, referred to as "Threshold," "Target" and "Stretch". Threshold is defined as minimal acceptable financial performance; Target is defined as fully expected financial performance; and Stretch is defined as superior financial performance. The financial performance of ZiLOG is currently measured based on two separate measurements, both of which must be met for the incentive pool to be established. The two financial measurements are: (i) Revenue; and (ii) Earnings Before Interest, Taxes, Depreciation and Amortization ("EBITDA"). For the calendar year 1999, the financial performance measurements (in millions of dollars) were as follows:

<u>Measure</u>	<u>Threshold</u>	<u>Target</u>	<u>Stretch</u>
Revenue	\$233.0	\$250.0	\$275.0
EBITDA	\$ 40.0	\$ 50.0	\$ 64.0

Each calendar year, the Board of Directors will establish new corporate financial performance criteria for the subsequent year. If corporate financial performance does not meet the Threshold financial performance measurement, then any incentive pool which is established will be within the sole discretion of the Board of Directors.

If all your individual performance goals and criteria are met, it is anticipated that your incentive payment, as a percentage of your annual compensation, pro-rated for any partial year in which you are working, will be as follows:

<u>Corporate Financial Performance Achieved</u>	<u>Percentage of Annual Compensation</u>
Threshold	20%
Target	40%
Stretch	60%

Your share of the annual incentive pool will be based on your total performance: 40% on ZiLOG *financial performance*, and 60% on *individual performance*. The above percentages are merely guidelines; there is no entitlement to any annual incentive payout. Your annual incentive award for any year could be as low as zero. You must be an active employee of ZiLOG at the time of payment of the incentive in order to receive any payment, regardless of whether or not you had previously been notified of your share of the incentive pool prior to the payout. Incentives payments are pro-rated for anyone with less than a full year of service with ZiLOG. Awards will be based on your base salary and classification as of the beginning of the year or the beginning of your employment at ZiLOG, whichever is later.

In addition to the foregoing incentive payment, under the 1999 executive incentive bonus plan, an additional amount equal to the amount which you actually receive under the annual incentive plan described above is allocated to a deferred executive incentive bonus plan. Fifty percent (50%) of the amount allocated to this account will be paid to you one year after the initial payout, and the remaining fifty percent (50%) will be paid to you two (2) years following the initial payout. As with the annual incentive payment described above, you must be an active employee of ZiLOG at the time of payment of the deferred incentive in order to receive any payment, regardless of whether or not you had previously been notified of your share of the incentive pool prior to the payout, and regardless of whether or not amounts previously had been allocated to your deferred incentive plan account. If your employment is terminated for any reason prior to payment of any deferred incentive bonus amount, that amount will not vest and there will be no right to receive any amounts previously allocated to the deferred incentive plan account.

Establishment of the annual incentive pool is for years subsequent to 1999 is subject to the discretion of the board, and the establishment of the financial performance measurements and the components thereof is subject to the discretion of the board. The board is under no obligation to establish any incentive pool for any year subsequent to 1999, to continue any incentive pool previously established. The board has full discretion to modify, extend or terminate any incentive plan which it may establish from time to time.

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EXHIBIT "C"

TERMINATION CERTIFICATE

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ZiLOG, INC.**TERMINATION CERTIFICATE**

This is to certify that I do not have in my possession, nor have I failed to return any records, documents, software, data, specifications, drawings, blueprints, reproductions, sketches, notes, reports, manuals, proposals, or copies of them, or other documents or materials, equipment or other property of any kind or character belonging to ZiLOG, INC., a California corporation ("Employer"), or its successors or assigns.

I further certify that I have complied with and will continue to comply with all of the terms set forth in the Employment Agreement and Nondisclosure Agreement signed by me with Employer including the reporting of any Information (as defined therein) conceived or made by me covered by the Agreement.

I further agree that in compliance with the Employment Agreement and Nondisclosure Agreement, I will preserve as confidential all trade secrets, data, know-how, designs, systems, formulae or development work; customer lists; business plans or planning information; financial information; works of authorship; techniques, specifications or other information; and any other subject matter pertaining to the business of Employer, to the rights of Employer protected under the Employment Agreement and Nondisclosure Agreement between myself and Employer, or to any future development of other products by Employer.

Dated: _____

DAVID FRITZ

Dh

EXHIBIT "D"

LISTING OF INVENTIONS

EXEMPT FROM PROVISIONS OF

EMPLOYMENT AGREEMENT AND

NONDISCLOSURE AGREEMENT

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**LISTING OF INVENTIONS
EXEMPT FROM PROVISIONS OF
EMPLOYMENT AGREEMENT AND
NONDISCLOSURE AGREEMENT**

The following is a complete list of all inventions or improvements relevant to the subject matter of my employment by ZiLOG, INC., a California corporation ("Employer") that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my employment by Employer that I desire to remove from the operation of the Employment Agreement and Nondisclosure Agreement which I am entering into with Employer:

☒ No inventions or improvements.

☐ See below.

☐ Additional sheets attached.

I propose to bring to my employment the following materials and documents of a former employer:

☒ No materials or documents.

☐ See below.

☐ Additional sheets attached.

Dated: 12-1-99


DAVID FRITZ

Z i L O G

Exhibit B

ZiLOG, Inc.
532 Race Street
San Jose, CA 95126-3432

(T) 408.558.8500
(F) 408.558.8300



April 22, 2004

David A. Fritz
1924 Country Brook Dr.
Weatherford, TX 76086

Re: Patent Application entitled "Hardware Debug Device Having Script-Based Host Interface"

Inventors: David A. Fritz and Blane Fowler

Serial No.: 10/619,644

Filing Date: July 14, 2003

Our Ref.: ZILG553

Dear Mr. Fritz:

Enclosed is a copy of a patent application wherein you are a named inventor. Also enclosed is a Declaration and Power of Attorney for Patent Application and an Assignment.

Please review the application papers and sign and date the Declaration and Power of Attorney. Also, please sign and have notarized the Assignment of Patent Application. Please note that we will reimburse you for any fees with regard to the notarization of the Assignment. We would appreciate it if you would return the signed papers to us immediately, using the enclosed pre-addressed Federal Express envelope.

Please give me a call at 408-558-8582 if you have any questions regarding this matter.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Dan Eaton", written over a horizontal line.

Dan Eaton
Intellectual Property Director

DE/sfj
Enclosures